

Aum Sai Hospitality
Monthly Rental Agreement for Motel Rooms

This Monthly Rental Agreement for emergency sheltering motel rooms (“Agreement”) is entered into by and between Aum Sai Hospitality, a Limited Liability Corporation, d.b.a. Townhouse Motel referred to hereinafter as (“Landlord”) located at 157 S Weed Blvd, Weed, California 96094 and the County of Siskiyou, a political subdivision of the State of California (“Tenant”), for the benefit of the Siskiyou County Administration Department (“Department”) located at 1312 Fairlane Road, Yreka, California 96097, and together the (“Parties.”) This Agreement becomes effective on the date signed by all parties to it.

THE PARTIES AGREE AS FOLLOWS:

1. **PREMISES.** For and in consideration of the payment of the rents and the performance of the covenants contained on the part of the Tenant, Landlord hereby demises and lets unto Tenant, and Tenant hires from Landlord, those certain motel rooms, hereafter known as the “Premises”, as described in Exhibit “A” and incorporated by reference.

2. **TERM; OPTION TO EXTEND TERM.** The Agreement commences on the date this Agreement becomes effective, and terminates at 11:59 p.m. on March 31, 2023, unless otherwise terminated by the Parties as provided for in this Agreement. After this date, any remaining individuals holding over at the motel formerly leased by Tenant, shall be directly responsible for entering into new Monthly Rental Agreements with the Landlord and shall pay rent directly to Landlord upon termination of this Agreement. The Tenant has the option to extend the term of this Agreement in writing upon mutual agreement of the Parties, each time for a period of one-month. To exercise its option, the Tenant must provide written notice prior to this Agreement’s expiration.

THERE SHOULD BE SOMETHING LIKE AT LEAST 10 DAYS BEFORE

3. **RENT.** Tenant will pay Rent to Landlord for use of the Premises. Tenant agrees to pay MONTHLY RENT (30 DAYS) ON THE BASIS OF a daily amount of ONE

HUNDERED TEN DOLLARS (\$110.00) for single bed rooms and ONE HUNDRED THRITY DOLLARDS (\$130.00) for double bed rooms, for each room beginning November 1, 2022, through March 31, 2023, payable without demand, on the 1st day of each month. The cost of rent includes housekeeping, garbage, water, electricity, and sewer costs. Tenant shall be responsible for the payment of rent for each room reserved for emergency sheltering, even if unoccupied, through March 31, 2023. Tenant shall discontinue paying rent to the Landlord, if a Sheltering Resident checks out of their room and Landlord is able to rent said room to a private party and resume business as usual before March 31,2023.

5. GOVERNING LAW, ORDINANCES, AND STATUTES. Tenant and Landlord shall comply with all applicable rules, statues, ordinances, laws, regulations, and requirements of all municipal, County, state, and federal authorities now in force, or which hereafter may be in force, pertaining to the use of and conduct on the Premises, including abiding by all the Landlord's rules listed in the document attached hereto as Exhibit "B" titled "Rules and Regulations". Failure to do so will result in mandatory check out.

6. CONDITION OF PREMISES. Tenant stipulates, represents, and warrants that Tenant has examined the Premises, and that they are at the time of this Agreement in good order, repair, and in a safe, clean, and tenantable condition.

7. DAMAGES. In the event that a sheltering resident causes damage to Premises or Townhouse Motel property, beyond normal wear and tear, Landlord has the right to claim reasonable compensatory damages from Tennant.

8. ALTERATIONS. Tenant shall make no alterations or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed, or placed on the Premises by Tenant shall become the property of Landlord and remain on the Premises at the termination of this Agreement.

9. UPKEEP OF PREMISES. Tenant shall keep and maintain the premises in a clean and sanitary condition at all times, and upon the termination of the tenancy shall

surrender the premises to Landlord in as good condition as when received, ordinary wear and damage by the elements excepted.

10. REPAIRS. Tenant shall notify the Landlord **immediately** of any repairs needed. Failure to reasonably notify Landlord of needed repairs can result in the Lease being terminated and Tenant being held financially responsible for repairs. Tenant shall also be financially responsible for damages caused by Tenant's negligence and that of Tenant's invites and guests.

11. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Agreement, or sub-let, or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. Consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting, or license. An assignment, sub-letting, or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.

12. RIGHT OF ENTRY. Tenant will provide Landlord reasonable access to the Premises to fulfill Landlord's obligations under this Agreement. Landlord may also enter the Premises, during reasonable business hours, provided that Landlord has given Tenant 24-hour notice of Landlord's intent to enter the Premises for purposes of inspecting the Premises to ensure Tenant's compliance with Tenant's obligations under this Agreement.

14. PERSONAL PROPERTY OF TENANT. All fixtures and equipment installed on or about the Premises by Tenant, or owned by Tenant, continue to be the property of Tenant, and may be removed by Tenant at the expiration of this Agreement.

15. DEFAULT. If Tenant fails to pay rent when due or perform any term hereof, after not less than three (3) days written notice of such default given in the manner required by law, Landlord, at its option, may terminate tenancy unless Tenant cures such default within said time. If Tenant abandons or vacates the property while in default of the payment of rent, Landlord may consider any property left on the premises to be abandoned and may dispose of the property in any manner allowed by law.

16. TERMINATION. This Agreement and the tenancy hereby granted may be terminated at any time by either party hereto by giving the other party not less than one full month's (30 days) prior notice in writing.

17. ATTORNEY'S FEES. In the event of the institution of any proceedings to enforce this Agreement or any part thereof, the prevailing party in such proceeding shall be entitled to a reasonable attorney fee.

18. INDEMNITY. Each party agrees to indemnify, defend, and hold the other harmless from liability, penalties, losses, damages, costs, expenses, causes of action, claims, or judgments, including, attorney fees and costs, arising by reason of any death, bodily injury, personal injury, or property damage that results from the negligence or willful misconduct of that party or its agents, employees, invitees, licensees, contractors, and subcontractors.

19. INSURANCE. Tenant is self-insured and will cover its liability and damage risks under its self-insurance program. Landlord must maintain general liability coverage in amounts satisfactory to Tenant. Landlord must provide Tenant a certificate of insurance, prior to the execution of this Agreement, as evidence that Landlord has obtained, or maintains the satisfactory coverage. In the event of cancellation, non-renewal, or material alteration effecting coverage required by this Agreement, the party suffering cancellation, non-renewal, or alteration must immediately provide notice to the other. The party receiving notice may terminate this Agreement.

20. HAZARDOUS MATERIALS. Landlord represents that, with respect to the Premises and the land upon which the Premises is located; Landlord does not know of and has not received notice from any governmental agency with respect to any hazardous materials or substances. If Landlord learns of, or receives notice of, any hazardous materials or substances, Landlord must immediately notify Tenant and act as necessary to bring the Premises into compliance with applicable law. If Landlord chooses not to cure, or fails to timely cure, the, Tenant may choose to terminate this Agreement.

20. WAIVER. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless the writing so specifies.

21. NOTICE. All notices must be provided in writing and must be given by personal delivery, by mail or by a reputable delivery service (i.e., FedEx, etc.). Notices sent by mail or delivery service must be addressed to:

If to Landlord: Townhouse Motel
 Attention: Bhaumik Modi
 157 Weed Blvd,
 Weed, California 96094

If to Tenant: County of Siskiyou Administration
 1312 Fairlane Road, Suite 1
 Yreka, California 96097

Notices, if properly addressed, are deemed given upon deposit in the United States mail, postage prepaid or with a reputable delivery service, payment provided. In all other instances, or as specified in this Agreement, notices are deemed given at the time of actual delivery. Changes may be made in the name and addresses of the person to whom notices are to be given by giving notice under this provision.

IN WITNESS WHEREOF, Tenant and Landlord have executed this Agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made. By signing this Agreement, all parties involved agree to abide by all the conditions a listed above. This will include abiding by all the rules listed in the document known as "Rules and Regulations," attached hereto as Exhibit B.

Date: 11/4/2022

Landlord: Aum Sai Hospitality, LLC

DocuSigned by:
Bhaumik Modi

7DBB0DFAE7514DA...
Bhaumik Modi, Owner

DocuSigned by:
[Signature] 11/4/2022

C6BA23C253684FD...
Shaila Patel, Owner

TAXPAYER I.D. ON FILE

Date: 11/9/2022

Tenant: COUNTY OF SISKIYOU

DocuSigned by:
Angela Davis

F2000E10000040D...
Angela Davis, County Administrator

APPROVED AS TO LEGAL FORM:

DocuSigned by:
Dana Barton 11/4/2022
8D75D7D4E9C1434...
Edward J. Kiernan, County Counsel (Date)

APPROVED AS TO ACCOUNTING FORM:

	FY22/23	FY23/24
Fund: 1001-207020-728000	\$0.01	\$0.01

Encumbrance number (if applicable):

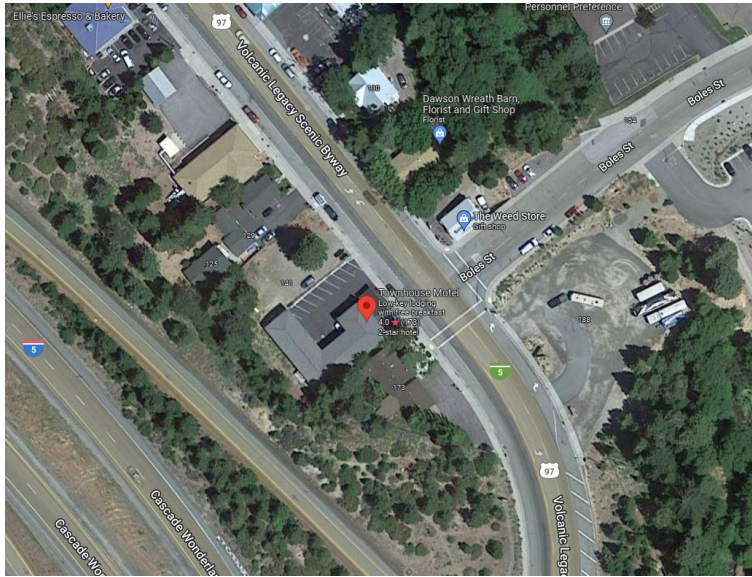
DocuSigned by:
Diane L. Olson 11/7/2022
3E854D72000C410...
Diane L. Olson, Auditor-Controller (Date)

APPROVED AS TO INSURANCE REQUIREMENTS:

DocuSigned by:
Melissa Cummins 11/9/2022
C12D5E73E8ZDAF2...
Melissa Cummins, Risk Management (Date)

EXHIBIT A Premises

Tenant will lease up to 8 motel rooms from the Townhouse Motel, on the bottom floor, room numbers #101 through #109. Motel location is at 157 Weed Blvd, Weed CA 96094:



FIRST FLOOR						SECOND FLOOR						
OFFICE	MGR RESIDANCE	101	102	103	104	105	111	112	114	115	116	117
						STAIRS	110					STAIRS
					106							118
					107							119
					108							120
		CAR PARKING				109						121

EXHIBIT B Rules and Regulations

1. **Monthly Sheltering Stays:**

- a. Monthly stays include water, sewer, electric, housekeeping and trash.
- b. Our sheltering residents are responsible for conserving their electric and water usage and agree to use both services responsibly.
- c. Sheltering residents are responsible for the upkeep of their rooms
- d. Shelter Stays will be for one calendar month duration and will be reevaluated by county staff for extensions.

2. **Site Vehicles:**

- a. Due to space limitations, sheltering residents will be allowed two (2) passenger vehicles. The maximum vehicles allowed are two (2) cars/trucks/motorcycles.

3. **Guests:**

- a. Sheltering residents will be responsible for their guest's conduct and actions. Sheltering resident's guests are to be familiarized with the motels rules and regulations by the sheltering resident during their stay.

4. **Children:**

- a. Children are to remain within the area of your assigned room and are not allowed to loiter around common areas without the presence of their parents.
- b. Children are always to be supervised and accompanied by a parent or guardian and parents/guardians must assume full responsibility for all actions of their children and their guests' children.
- c. Skateboards, scooters, and in-line skates are not permitted. This is for the safety of all.

5. **Parking:**

- a. All vehicles must fit within your space or in the space directly in front of your space and "designated" for your space. Parking in others' spots or in fire lanes is not permitted. Illegally parked vehicles may be cited and/or towed at the owner's expense (CA Vehicle Code: 22523).
- b. Additional vehicles and guest vehicles may only be parked in designated areas. Illegally parked vehicles may be cited and/or towed at the owner's expense.

6. **Behavior & Conduct:**

- a. Disorderly conduct, drunkenness, drugs, obscene language, or rowdy behavior are not allowed and will not be tolerated.

7. **Quiet Hours:**

- a. Quiet Hours are from 10:00 pm through 8:00 am daily and must be

observed by everyone within the motel.

- b. Outside of the above listed quiet hours, unnecessarily loud, intrusive, or disruptive noise is prohibited. Please be courteous to the other guests and sheltering residents of the motel.
- c. Please ensure that speakers, radios, televisions, or any other machinery do not emit sound beyond your space during Quiet Hours.

8. Courtesy:

- a. We strive to provide courteous and respectful service therefore profanity, violence, or threats towards our staff will not be tolerated and are grounds for immediate eviction from the motel.
- b. Please respect the privacy of your fellow sheltering residents within the motel.

9. Safety & Security:

- a. The County and Social Services are not responsible for lost, stolen or damaged articles.
- b. Always keep your valuables locked up.
- c. Please report any problems to Social Services immediately at 530-841-2700.
- d. Please notify Social Services of any incident or accidents as soon as possible. For emergencies dial "911".

10. Smoking:

- a. The littering of smoking materials (e.g., cigarette butts, ashes, cigars) in or around the motel is strictly prohibited.
- b. Extinguish and properly dispose of all smoking materials in the proper receptacles (NOT ON THE GROUND).
- c. Absolutely no smoking in rooms.

11. Water:

- a. Sheltering residents shall undertake all necessary actions to conserve water and prevent waste.

12. Vehicle Abandonment:

- a. Sheltering residents shall not abandon their cars, trucks or trailer or leave for an extended period without notifying Social Services.
- b. Sheltering residents shall be responsible for all damages suffered by the County in the event of abandonment of any vehicle.

13. Other Prohibited Acts:

- a. Fireworks of any kind are not permitted on property.
- b. No weapons shall be discharged on the grounds and all weapons shall be kept in compliance with all applicable state and federal laws.
- c. Drunk and disorderly conduct will not be tolerated and are grounds for

- eviction.
- d. No business or commercial activity of any nature shall be conducted within the park or at your site.
 - e. No persons shall engage in any criminal or drug-related activity in or near the park.
 - f. No overnight outdoor sleeping is permitted.
 - g. Harassment – Conduct which threatens, harasses, or intimidates others is prohibited. The Community encourages any sheltering residents who feel as though they have been the subject of improper harassment to promptly report such incidents to Social Services and any other property authority so that they can be investigated.
 - h. Damage to motel property (e.g., restrooms, utilities, landscaping, vehicles, or signage) is strictly prohibited and grounds for eviction. Sheltering residents will be held responsible for the repair of any damages made by them and will be prosecuted.
 - i. You shall not park any vehicle on any site you have not registered and paid for.

14. Laws:

- a. Sheltering residents and their guests agree to abide by all local City, State, and Federal Laws during your stay in the motel.
- b. The owners, the County, and Social Services will not be responsible for accidents, injuries, or loss of property caused by fire, theft, floods, other sheltering residents, or any acts of God.